

**AGREEMENT  
BETWEEN  
VAN BUREN COUNTY PROSECUTING ATTORNEY  
AND  
VAN BUREN COUNTY BOARD OF COMMISSIONERS  
WITH  
VAN BUREN COUNTY ASSISTANT PROSECUTORS  
ASSOCIATION  
2020 - 2022**

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## **AGREEMENT**

This **AGREEMENT**, entered into on the 25<sup>th</sup> day of 2020, by and between the **COUNTY OF VAN BUREN** and the **VAN BUREN COUNTY PROSECUTING ATTORNEY** (hereinafter referred to as the "Employer") and the **VAN BUREN COUNTY ASSISTANT PROSECUTORS ASSOCIATION** (hereinafter referred to as the "Association").

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

The parties recognize that the interest of the community and job security of the employees depends upon the Employer's success in establishing and maintaining proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1 - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

All Assistant Prosecuting Attorneys employed by the Employer but excluding the Chief Assistant Prosecuting Attorney, all Elected Officials and all other employees of the Employer.

### **ARTICLE 2 - TERMS AND CONDITIONS**

- A. The Van Buren County Personnel Policies, as may be amended from time to time by the Board of Commissioners of the County of Van Buren during the term of this agreement is incorporated herein and made a part hereof and shall govern the relationship of the parties hereto unless the specific terms of this Agreement shall provide for a different relationship and/or benefit.
- B. This Agreement is to be construed and is strictly subordinate to any statutory rights given the County Board of Commissioners and/or the Prosecuting Attorney of Van Buren County.

### ARTICLE 3 - HOURS OF WORK

- A. Workweek. The regular workweek shall be. Monday through Friday, seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week.
- B. Workday. The regular workday shall begin at 8:30 a.m. and end at 5:00 p.m. The starting and quitting times of the workday may vary if the business of the Employer so requires.

### ARTICLE 4 - SALARIED/EXEMPT

Based on salary levels and professional, administrative, and executive duties and responsibilities, all positions in this bargaining unit have been determined/agreed to be classified salaried/exempt for the purpose of pay and overtime. Benefits continue to accrue on an hourly basis, based on an assumed thirty-seven and one-half (37.5) hours work week. No Overtime.

### ARTICLE 5 - PAID TIME OFF (PTO) LEAVE

All time off (previously vacation, sick and personal) will be combined into "Paid Time Off" - now called PTO effective January 1, 2014. A separate record will be maintained in the County Clerk's/Data Processing office to track "old sick banks of employees.

Regular full-time employees who work thirty (30) hours per week or more will receive paid time off (PTO) (previously vacation, sick and personal leave) according to the Rate Schedule below. There will be no maximum accrual of PTO. Annually, up to fifty-two and one-half (52.5) hours of PTO will be reimbursed by the County if the employee so elects, and the employee maintains a balance of one hundred-fifty (150) hours of PTO at the time of payment. This payment will be in October of each year.

An employee may utilize PTO allowances for absences of sick leave as outlined and upon termination.

**PTO Accrual.** Paid Time Off shall accrue according to the following schedule:

Years of Service	PTO Accrual per Pay Period
0-2	5.78
3-4	6.39
5-9	7.64
10-14	8.66
15+	9.64

- A. An employee may utilize PTO leave, in quarter hour increments, for the following reasons:

1. Due to personal illness or physical incapacity.

2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance at work.
3. Due to illness of a member of the immediate family of the employee who requires the personal care and attention of the employee. The term immediate family as used in this section shall mean parents, grandparents, children, brother, sister of the employee or the employee's spouse. It shall also include any member of the employee's household.
4. Due to the death of a relative of the employee other than members of the immediate family.
5. To report to the Veterans Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
6. For routine medical, dental or counseling appointments, upon prior notice to the Employer or the Employer's designee.
7. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth, provided the employee submits a statement from her physician of her inability to work.
8. Sick leave not paid out will carry over to the next calendar year in the new bank.
9. Upon termination, any remaining hours accumulated in this bank and the old sick time bank, up to a maximum of five hundred (500) hours will be paid at the employee's current hourly rate of pay. Employees shall have the option of being paid out in cash and/or applied to the employees' tax deferred 457 plan with any remaining balance to be placed in the employees' tax-free MERS HCSP.

#### **ARTICLE 6 - PAY OUT OF OLD SICK BANK HOURS**

- A. An employee absent for one of the reasons mentioned above shall inform the Employer as soon as possible and failure to do so within a reasonable time may be cause for denial of PTO leave with pay for the period of absence.
- B. The employee may be required by the Employer, within reason, to produce evidence in the form of a valid medical documentation of the reasons for the absences during the time for which PTO leave is requested.
- C. The Employer may grant sick leave to an employee for a period of illness or physical incapacity not exceeding thirty (30) days. All requests for sick leave for

more than this time shall be submitted to the Employer prior to approval and shall be accompanied by a physician's certificate supporting said request. The Employer may require further medical reports from time to time on all sick leaves in excess of thirty (30) consecutive days.

- D. The Employer agrees to provide a Disability Plan to all full-time employees who have completed one (1) year of service with the Employer. The benefits of the Disability Plan are set forth in Appendix B, which is attached hereto and made a part thereof.

#### **ARTICLE 7 - BEREAVEMENT LEAVE**

Bereavement Leave. Employees shall receive pay of days necessarily lost during their normal scheduled work week not to exceed five (5) consecutive days in the case of death of a member of their immediate family. For purposes of this Article immediate family shall be defined as an employee's current spouse, parent, stepparent, grandchild and children of the employee or his/her current spouse. Three (3) consecutive days leave will be granted for siblings (including step or half), nieces, nephews, aunts, uncles, or grandparents of the employee or the employee's spouse. If the funeral the employee attends is in excess of three hundred (300) miles from Van Buren County, then the employee may take an additional two (2) days of paid leave.

#### **ARTICLE 8 - HEALTH INSURANCE AND RETIREMENT BENEFITS**

The Employer shall provide health insurance and retirement benefits for the employee's covered by this Agreement as set forth in Appendix A, which is attached hereto and made a part thereof.

#### **ARTICLE 9 - WAGES**

- A. The wage schedule for this bargaining unit will be amended according to the following schedule:

2020-2.00%

2021-2.00%

2022-2.00%

1. Grade F shall become an eligible merit step after five (5) years of service.
2. Grade G shall become an eligible merit step after seven (7) years of service.
3. Grade H shall become an eligible merit step after ten (10) years of service.
4. Grade I shall become an eligible merit step after fifteen (15) years of service.

5. Grade J shall become an eligible merit step after twenty (20) years of service.
- B. An Association pay scale per Attachment 1 will be instituted for the first pay period of January 1, 2020 and amended as described in Item A. above.

#### **ARTICLE 10 - BAR DUES**

The employer agrees to pay annual State Bar dues.

#### **ARTICLE 11- MODIFICATION OF AGREEMENT**

Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding" signed by both parties and attached to this Agreement as part thereof.

#### **ARTICLE 12-INTERPRETATION AND INVALIDITY**

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws and regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose or renegotiating any such invalidated provision.

#### **ARTICLE 13 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

- A. This Agreement shall become effective on January 1, 2020 unless a different date for a specific item shall be specified herein.
- B. This Agreement shall continue in full force and effect for a period of three (3) years, expiration date being December 31, 2022, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

#### **ARTICLE 14 - COMPLETION OF AGREEMENT**

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and

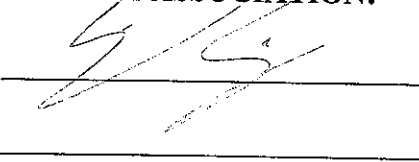
opportunity are set forth in the Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE 15 – WELLNESS

- A. Employees who actively participate in the Employer-sponsored wellness program shall receive the same benefits/incentives that are offered to any other participants.
- B. Employees who attend a gym/workout facility at least four (4) times per calendar month (the Employer may request/require proof of attendance) will be reimbursed up to \$35.00 per month for gym/workout facility costs.
- C. The bargaining unit has the right to representation on the joint wellness committee equal to that of any other participating bargaining unit or employee group.

IN WITNESS WHEREOF, the parties here to have caused this instrument to be executed on the 26th day of February, 2020.

FOR THE ASSOCIATION:

  
\_\_\_\_\_

DATE: 2/26/2020

FOR THE EMPLOYER:

  
Chairman, Board of Commissioners

DATE: 3/4/2020

  
Prosecuting Attorney

2-25-20



## APPENDIX A- BENEFITS

- I. The Employer agrees to provide health insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase the County's health insurance benefits by way of payroll deduction. Employees who are normally scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Appendix.
- II. Effective January 1, 2020, the Employer will under its self-insured plan offer three (3) illustrated plan options (See attached), with details of each plan set forth in this Appendix. For Dental Coverage, the employee will have the option to choose between two dental plans. The first plan is a maximum dental benefit of \$800.00 per person per calendar year with no cost to the employee and the second option is a maximum dental benefit of \$1,000.00 per person per calendar year with a \$1,500.00 orthodontics rider with an 8% contribution from the employee.
- III. An Employee who does not need health insurance may elect to have the Employer pay the Employee the sum of one hundred fifty dollars (\$150) per pay period. An employee is not eligible for this opt-out payment if he/she opts out of County-offered health insurance and receives federal assistance to obtain health insurance via an Affordable Care Act exchange. This option shall not be available to Employees who are normally scheduled to work less than thirty (30) hours per week.
- IV. By not electing the 80%/20% premium share option recognized in Public Act 152, the County's governing body has effective January 1, 2014 opted for Public Act 152's "hard caps" (which will be annually adjusted). The employee will therefore pay all health insurance costs (including premiums) above the "hard caps". Dental and Vision are excluded from the "Hard Caps". The Employer has established a Section 125 Plan that will allow Employee's premium participation to be paid "pre-tax".
- V. Employees will contribute 50% for the vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.

Also, the Employer established a Section 125 Plan that will enable Employees to set aside up to \$2,000.00 annually "pre-tax" dollars for un-reimbursed medical, dental and vision and \$5,000.00 for

childcare/dependent expenses. The Employer will also establish a Health Savings Account (HSA) for those employees electing the high deductible health insurance option/plan.

- VI. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Association. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Association.
- VII. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- VIII. The Employer agrees to pay the full cost of the group term life insurance coverage on behalf of each eligible employee in the face amount of \$20,000.00. This provision shall be subject to modification by any appropriate federal regulations.
- IX. All employees shall be eligible to participate in the Van Buren County Deferred Compensation (457) Program in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.
- X. Retirement: The opportunity to participate in the benefits provided by the Municipal Employees' Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the MERS Plan Document of 1996. The guidelines regarding this offering are as follows:
  - C2 (BI)
  - Vesting 10 years
  - Final Average Compensation 5 years
  - F 55 (25) Rider
  - Prior Service credit included
  - Employee contribution 5%

# Van Buren County



Rose Street

## COVERAGE

### Basic Benefits

Deductible - Individual / Family  
Annual Coinsurance Maximum  
Out-of-Pocket Maximum

### Coinurance

### Outpatient Treatment

Primary Care Physician Office Visit Copay

Virtual Visits

Specialist Physician Office Visit Copay

Urgent Care

Routine/Preventive Services

### Inpatient Treatment

Emergency Services

Ambulance Services

Diagnostic, X-Ray, Lab

Advanced Diagnostic Imaging

Maternity - Pre and Post-Natal

Hospitalization - see inpatient

### Additional Services

Dilatations

PT/OT/Speech Therapy

Mental Health/Substance Abuse

### Prescription Drugs

Retail

Mail Order

Network

Network Website

### Rates Effective

### Monthly Unit Health Rates

Employee

Employee & Dependent

Family

### Hard Cap

Employee

Employee & Dependent

Family

### Employee Contribution

Employee

Employee & Dependent

Family


## MEDICAL / RX RENEWAL COMPARISON 01/01/2020 - 12/31/2020

BLUE CROSS BLUE SHIELD		BLUE CROSS BLUE SHIELD		BLUE CROSS BLUE SHIELD	
007016463-0009/0013/0017		007016463-0004/00016		007016463-0002/0009/0010/0011/0015	
Community Blue PPO		Simply Blue PPO		Simply Blue HSA - HDHP	
Network	Non-Network	Network	Non-Network	Network	Non-Network
\$500 / \$1,000	\$1,000 / \$2,000	\$1,000 / \$2,000	\$2,000 / \$4,000	\$2,000 / \$4,000	\$4,000 / \$8,000
N/A	N/A	\$2,500 / \$5,000	\$5,000 / \$10,000	N/A	N/A
\$1,500 / \$3,000	\$3,000 / \$6,000	\$6,350 / \$12,700	\$12,700 / \$25,400	\$3,000 / \$6,000	\$6,000 / \$12,000
Includes Ded & Copays	Includes Ded & Copays	Includes Ded & Copays	Includes Ded & Copays	Includes Ded & Copays	Includes Ded & Copays
90%	70% of R&C	80%	60% of R&C	100%	80% of R&C
\$25 Copay	70% of R&C after deductible	\$30 Copay	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
\$25 Copay	70% of R&C after deductible	\$30 Copay	Not Covered	100% after deductible	80% of R&C after deductible
\$25 Copay	70% of R&C after deductible	\$30 Copay	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
\$25 Copay	70% of R&C after deductible	\$30 Copay	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
100%	Not Covered	100%	Not Covered	100%	Not Covered
50% after deductible	70% of R&C after deductible	\$150 Copay	\$150 Copay	100% after deductible	80% of R&C after deductible
\$150 Copay	\$150 Copay	80% after deductible	80% after network deductible	100% after deductible	100% after network deductible
90% after deductible	80% after network deductible	80% after deductible	80% after network deductible	100% after deductible	100% after network deductible
90% after deductible	70% of R&C after deductible	80% after deductible	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
90% after deductible	70% of R&C after deductible	80% after deductible	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
100%	70% of R&C after deductible	Pre- 100%	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
		Post- 80% after deductible			
\$25 Copay	70% of R&C after deductible	\$30 Copay	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
24 visits per year	70% of R&C after deductible	12 visits per year	60% of R&C after deductible	12 visits per year	80% of R&C after deductible
90% after deductible	70% of R&C after deductible	80% after deductible	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
Combined maximum of 60 visits per year	70% of R&C after deductible	Combined maximum of 30 visits per year	60% of R&C after deductible	Combined maximum of 30 visits per year	80% of R&C after deductible
90% after deductible	70% of R&C after deductible	80% after deductible	60% of R&C after deductible	100% after deductible	80% of R&C after deductible
\$5/\$40/\$80	1x Copay	\$10/\$40/\$80	No Coverage	Rx copays apply after the deductible	
		2x Copay		\$10/\$40/\$80	2x Copay
Community Blue PPO		Simply Blue PPO		Simply Blue HSA	
www.bcbssm.com		www.bcbssm.com		www.bcbssm.com	
01/01/2020 - 12/31/2020		01/01/2020 - 12/31/2020		01/01/2020 - 12/31/2020	
Current Rates		Renewal Rates		Current Rates	
\$630.36		\$592.15		\$464.09	
\$1,512.84		\$1,421.16		\$1,113.81	
\$1,891.06		\$1,778.44		\$1,392.27	
2020 Hard Cap		Estimated Taxes & Fees		2020 Hard Cap	
\$568.24		\$0.00		\$568.24	
\$1,188.36		\$0.00		\$1,188.36	
\$1,549.75		\$0.00		\$1,549.75	
Employee Cost Month		Employee Cost Month		Employee Cost Month	
\$23.91		\$0.00		(\$135.12)	
\$232.80		\$0.00		(\$148.89)	
\$226.69		\$0.00		(\$250.40)	

This benefit listing is only a general summary; it is not intended to be an insurance contract.

### Potential HSA Employer Contributions In 2020

Singe	\$1,621.43
Double	\$1,786.56
Family	\$3,004.80

VAN BUREN COUNTY		DENTAL INSURANCE COMPARISON			
 <b>PRESENTED BY:</b> <b>Rose Street</b> <small>5000 E. 13th Ave. Suite 100</small>		DELTA DENTAL		DELTA DENTAL	
<b>COVERAGE</b>		<b>Renewal - Ortho 3893-8003</b>		<b>Renewal - No Ortho 3893-0000</b>	
Deductible - (Individual / Family)		No Deductible		No Deductible	
Benefit Maximum		\$1,000 per person per calendar year		\$800 per person per calendar year	
Coverage Levels					
Level I - Preventive		100% Paid		100% Paid	
Level II - Fillings, etc.		50% Paid		50% Paid	
Level III - Crowns, Bridges, etc.		50% Paid		50% Paid	
Orthodontia Coverage		Child Ortho Only - Up to Age 19		No Benefit	
Orthodontia Lifetime Maximum		50% Paid - No Deductible \$1,500 lifetime per child			
Waiting Periods					
Level I		No Waiting Period		No Waiting Period	
Level II		No Waiting Period		No Waiting Period	
Level III		No Waiting Period		No Waiting Period	
Orthodontia		No Waiting Period		No Waiting Period	
Network		Delta Dental of Michigan		Delta Dental of Michigan	
Network Website		<a href="http://www.deltadentalmi.com">www.deltadentalmi.com</a>		<a href="http://www.deltadentalmi.com">www.deltadentalmi.com</a>	
Participating Dentist		No Balance Billing		No Balance Billing	
Non-participating Dentist		May be balanced billed over R&C		May be balanced billed over R&C	
Rates Effective		3/1/18 - 2/28/2020		3/1/18 - 2/28/2020	
Monthly Unit Dental Rates:					
<b>Ortho. No Ortho</b>		<b>Current</b>	<b>Renewal</b>	<b>Current</b>	<b>Renewal</b>
25	35 Employee	\$27.19	\$27.19	\$25.72	\$25.72
12	35 Employee & Dependent	\$55.25	\$55.25	\$50.95	\$50.95
54	43 Family	\$111.07	\$111.07	\$89.17	\$89.17
97	115 Enrollment per plan				
<b>Total Enrollment: 286</b>		<b>Percentage Change:</b>		<b>Percentage Change:</b>	
<b>NOTE:</b> This benefit listing is only a general summary. It is not intended to be an insurance contract.		0.00%		0.00%	



**VAN BUREN COUNTY**  
**Blue Cross Blue Shield Vision Renewal**  
**January 1, 2020 Effective Date**

Coverage	Monthly			Monthly	
	Current	Renewal	Percentage	Employee Cost	Employer Cost
<b>12-12-12 Plan</b>					
Employee	\$6.70	\$6.84	2.08%	\$4.66	\$2.18
Employee + 1	\$13.40	\$13.67	2.01%	\$9.31	\$4.36
Family	\$22.25	\$22.89	1.98%	\$15.46	\$7.24
1 Comp	\$5.43	\$5.53	1.84%		
1 Reg + 1 Comp	\$12.13	\$12.37	1.98%		
2 Comp	\$10.66	\$11.06	1.84%		

	Current	Renewal	Percentage	Employee Cost	Employer Cost
<b>24-24-24 Plan</b>					
Employee	\$4.65	\$4.38	-6.24%	\$2.18	\$2.18
Employee + 1	\$9.30	\$8.72	-6.24%	\$4.36	\$4.36
Family	\$15.43	\$14.47	-6.22%	\$7.24	\$7.24
1 Comp	\$3.82	\$3.53	-7.59%		
1 Reg + 1 Comp	\$8.47	\$7.89	-6.85%		
2 Comp	\$7.64	\$7.08	-7.59%		

## **APPENDIX B**

### **SHORT-TERM AND LONG-TERM DISABILITY PLAN**

- I. Effective July 1, 2003 the exiting Income Protection Plan is rescinded and replaced with a self-funded Short-Term Disability Plan and commercial Long-Term Disability Plan.
- II. The employer shall pay sixty-seven (67) percent of normal straight time wages of disability up to fifty-two (52) weeks after the fourteen day elimination period. Any employee interested in continuing their disability beyond the 52 weeks may do so at their own cost. However, under extraordinary circumstances such as an anticipated imminent return to work, the employer in its sole discretion may extend the LTD period beyond 52 weeks.
- III. During the fourteen (14) calendar day waiting period, the employee must use compensatory time, accumulated sick leave, vacation, or personal leave in that order. Any employee who is subject to losing either vacation or personal leave because of the end of the year caps shall use any time subject to being lost before the normal order of usage is utilized.
- IV. An employee may elect to supplement the remaining 33% of base wage by using available paid leave as outlined in Item II. above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement this STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
- V. Health insurance will be maintained for no more than a period of one (1) year while receiving the Disability Plan benefits unless an employer extension is granted. Health Insurance will be at the same level and under the same conditions, which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement or future Collective Bargaining Agreements.
- VI. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.

- VII. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Association.

**LETTER OF AGREEMENT**  
**Between**  
**THE VAN BUREN COUNTY PROSECUTING ATTORNEY**  
**And**  
**THE VAN BUREN COUNTY BOARD OF COMMISSIONERS**  
**With**  
**THE VAN BUREN COUNTY ASSISTANT PROSECUTORS ASSOCIATION**

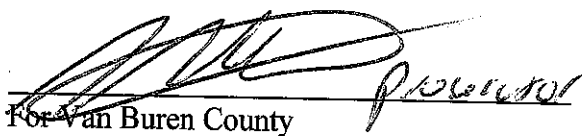
An Assistant Prosecuting Attorney (or other qualified attorney from the Prosecutor's office) will be "on call" each week of the year to cover any work that must be done outside regular/scheduled work hours (e.g. after hours, weekends, holidays, etc.). Assistant Prosecutors will work with the Prosecuting Attorney to schedule coverage, as equitably as possible, for all weeks of the year. If coverage is not agreed to, the Prosecutor may designate/assign an Assistant Prosecuting Attorney to cover a particular week.

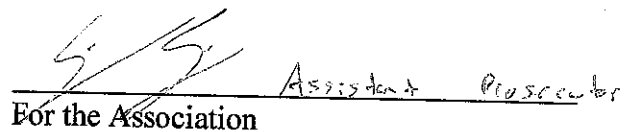
The Attorney covering a particular week will receive \$250.00 in "additional compensation" for being "on call" during the week and/or for responding to any work that must be done outside regular/scheduled work hours during that week.

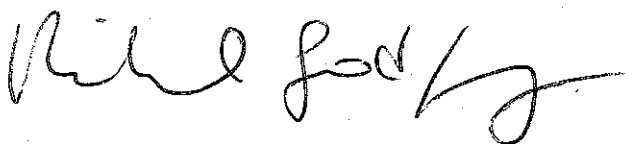
This Letter of Agreement will expire on December 31, 2022.

Dated: <sup>February</sup> January 25, 2020

Dated: <sup>February</sup> January 26, 2020

  
For Van Buren County

  
For the Association

 3/4/2020